

THE STATE'S INITIAL BARGAINING PROPOSAL FOR THE COLLECTIVE BARGAINING AGREEMENT WITH SPOC FOR 2013-2015

The State proposes the following changes in the existing agreement;

1. Article VII, Section 1, page 20.

The transfer procedure is being revised to require that an employee meet the following criteria prior to exercising their transfer rights: a) must have received an overall rating of meets expectations or above on their most recent performance evaluation, b) must not have received a disciplinary suspension within the last twelve (12) months and c) must not have received a written reprimand within the last six (6) months. These criteria will allow management to effectively staff vacant positions with employees who perform their jobs in a satisfactory manner and have not had a disciplinary infraction.

2. Article VIII, Section 3C, pages 27-28.

Delete this language in its entirety. The State's consultant, Aon Hewitt, has determined that base compensation for State of Iowa employees exceeds base compensation for employees of other states.

3. Article IX, Section 1A, page 34.

Eliminate the within-range step increases for the both years of the contract. Aon Hewitt has determined that base compensation for State of Iowa employees exceeds base compensation for employees of other states. Additionally, add language to require that an employee meet the following criteria in order to be eligible for a within-range step increase: a) must have received an overall rating of meets expectations or above on their most recent performance evaluation, b) must not have received a disciplinary suspension within the last twelve (12) months and c) must not have received a written reprimand within the last six (6) months. These criteria will allow management to effectively differentiate compensation for employees who perform their jobs in a satisfactory manner and have not had a disciplinary infraction.

4. Article IX, Section 1B-1C, pages 34-35.

Eliminate the across-the-board increase in wages for both years of the contract. Aon Hewitt, has determined that base compensation for State of Iowa employees exceeds base compensation for employees of other states.

5. Article IX, Section 2A-2B, page 36.

Modify the State's health insurance program in order to align it with the market, in accordance with the recommendations of Aon Hewitt. The State will contribute eighty (80%) percent toward any plan and coverage level selected by the employee; the employee will contribute twenty percent (20%). Employees will also be offered a comprehensive wellness program including, but not limited to, a health risk assessment, biometric screening, and engagement activities, as applicable. Employees who successfully complete the prescribed components of the wellness program will receive an annual premium differential of \$360. This incentive program allows employees to pay \$360 less per year for their healthcare premium. The primary plan design components of the proposed health insurance program are shown in EXHIBIT A.

6. Article IX, Section 2A2B, page 36.

Modify the State's dental insurance program in order to align it with the market, in accordance with the recommendations of Aon Hewitt. The State will contribute eighty percent (80%) of the total premium; the employee will contribute twenty percent (20%) of the total premium. The dental insurance program will also be revised to include a \$50.00 deductible for employees and a \$150 deductible for employees and their dependents; the deductible will apply to all non-preventative services. The primary plan design components of the proposed dental insurance program are shown in EXHIBIT A.

7. Article IX, Section 3, pages 36-37.

Consistent with Aon Hewitt's market alignment recommendations, the State's basic life insurance offering to employees will be increased in accordance with the following schedule:

Age	Basic	AD & D
Under 65	\$50,000	\$50,000
Age 65-69	\$33,000	\$33,000
Age 70-74	\$20,750	\$20,750
Age 75 and over	\$14,250	\$14,250

8. Article IX, Section 8F, page 51.

Modify conversion language to accurately reflect sick leave accrual schedule found within Article IX, Section 8A, page 48. This revision will allow employees to continue to convert sick leave to vacation leave at a ratio of 3:1. Given that employees now accrue a maximum of 8 hours a month, the schedule shown below will apply.

If the sick leave balance at the end of the pay period in which sick leave conversion is calculated is:	Then the following conversion rate applies:
Between 240 hours and 1,999.99 hours	Convert 8 hours sick to 2.67 hours vacation
Between 2,000 and 2,499.99 hours	Convert 6 hours sick to 2.00 hours vacation
2500 or more hours	Convert 4 hours sick to 1.33 hours vacation

9. Cancel all pilot programs.

10. Cancel all Memorandums of Understanding (MOUs) not contained within the Collective Bargaining Agreement.

11. Delete the following language from the collective bargaining agreement as it concerns permissive subjects which the State need not negotiate in accordance with Iowa Code Section 20.9:

- a. Article II, Section 2A, page 3, regarding deductions for Life Insurance and other deductions provided by the union. Life Insurance and other deductions provided by the union are not in the list of items in Iowa Code Section 20.9.

- b. Article II, Section 2B, page 4, regarding PAC, which is a political action committee. Iowa Code Section 20.26 provides that employee organizations are prohibited from directly or indirectly contributing to any political party or organization.
- c. Article VI, Section 2B, page 17, delete the second sentence. While procedures for reduction in force are mandatory, management has the right to determine organizational units. The collective bargaining agreement should not restrict that right.
- d. Article VI, Section 2C, page 17, concerning the layoff of non-permanent employees outside of the bargaining unit. See *UEW v. PERB*, 810 NW 2d 24 (IA Ct. of App. 2011).
- e. Article IX, Section 11A and B, page 54, regarding per diem expense reimbursement. Per diems are not in the list of items in Iowa Code Section 20.9.
- f. Memorandum of Understanding #1, pages 62-63. The administration and delivery of these programs are in the employer's discretion.
- g. Cancel all agreement on secondary employment.

Edits to the collective bargaining agreement to correct scrivener's errors, antiquated terminology, and dates may be made at the conclusion of negotiations, if agreed to by both the State and SPOC.

